

County of Charles City, Virginia
Policy and Management Team
AGREEMENT FOR PURCHASE OF SERVICES

This Agreement is entered into by and between the County of Charles City, Hereinafter "the Buyer", and _____, hereinafter "the Vendor." The terms of this Agreement shall commence upon its full execution and shall continue in effect so long as services are to be provided to the client identified on the Authorization to Expend Pool Funds and Purchase Order and attached hereto and made a part hereof, or until sooner terminated as herein provided.

WHEREAS the buyer, through its Family Assessment and Planning Team and with the approval of its Community Policy and Management Team, has determined that various services identified on the Authorization to Expend Pool Funds and Purchase Order should be provided to the client; and

WHEREAS the Vendor has established itself as a qualified provider of the services identified on the Authorization to Expend Pool Funds and Purchase Order, has provided a complete description of those services to the Service Fee Directory, and meets all applicable State and Federal standards relative to the services to be provided hereunder;

NOW, THEREFORE, The parties hereto mutually agree as follows:

1. ADHERENCE TO LAW--This Agreement is subject to the provisions of relevant Federal, State and local law and regulation and any amendments thereof. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

2. SPECIFIC INTERPRETATIONS--The failure of the Buyer to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Vendor of any of the provisions hereof, shall in no way affect the validity of this Agreement or any part thereof, or the right of the Buyer to thereafter enforce each and every provision. All remedies afforded in the Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. If any part, term, or provision of this Agreement is held by a court to be in conflict with any State, local or Federal law or regulation, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

3. SPECIFIC REQUIREMENTS--Any additional requirements not set forth in this agreement, the Authorization to Expend Pool Funds, the Purchase order or other attachments hereto are provided as an addendum hereto entitled "Specific

Requirements" and are incorporated herein.

4. ENTIRE AGREEMENT--Any documents, including the Authorization to Expend Pool Funds, the Purchase Order, the Specific Requirements Form, referred to in this Agreement, are incorporated herein by reference as part of this Agreement. No other understandings, oral or written, are deemed to exist or to bind either of the parties hereto in relation to the client identified on the Authorization to Expend Pool Funds. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid and effective only when they have been reduced to writing, signed by an authorized representative of the Buyer and of the Vendor, and are attached to this Agreement. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

5. CHARGES AND DATES OF SERVICE PROVISION--The Vendor shall charge the Buyer only for those services listed on the Authorization to Expend Pool Funds and the Purchase Order and at the rates established therein. The Vendor shall provide the services commencing on the "Begin Date" and ending on the "End Date" set forth on the Authorization to Expend Pool Funds, unless extended by the written agreement of the parties.

6. SERVICE QUALITY--The Vendor shall provide required services as described on the Authorization to Expend Pool Funds. These services shall be provided at or above the quality level prevailing in the community for the provision of similar services at the time of performance. Unless exempted, the Vendor shall be listed in the Service Fee directory as authorized to receive payment from the state of pool funds under the Comprehensive Services Act and shall meet and maintain all State requirements for inclusion in that Directory. The Vendor shall permit representatives authorized by the Buyer to conduct program and facility reviews in order to assess service quality. Such reviews may include, but are not limited to, meetings with consumers, review of service records, review of service policy and procedural issuance's, review of staffing ratios and job descriptions, and meeting with any staff directly or indirectly involved in the provision of services. Such reviews may occur as often as deemed necessary by the Buyer and may be unannounced.

7. SERVICE CHANGES--Substantial changes in the proposed delivery of services from that stated in the Authorization To Expend Pool Funds and Purchase Order, whether actual or anticipated, such as, but not limited to, changes in service quality, key personnel, compliance with applicable State, local and/or Federal standards, shall be reported in writing to the Buyer within five calendar days.

8. REPORTS--The Vendor shall submit written reports immediately to the Buyer

indicating significant deviations from anticipated client progress as agreed by the Vendor and Buyer. The Vendor shall submit to the Buyer a written treatment plan [home visit report for foster care] and progress report regarding the client at least quarterly or as per request of the case manager and upon termination of service to the client. The treatment plan and progress report shall include at least the following information: short and long term goals, anticipated time of completion, prognosis, medications administered, progress or lack of progress of client and reasons, significant incidents or accidents and any past or planned special events. If the Vendor fails to provide any written treatment plan or progress report in a timely manner, the Buyer may withhold payment of the Vendor invoices pending receipt of such plan or report(s). The Vendor shall provide the Buyer with a copy of any reports of physical examinations and psychological or psychiatric examinations of the client while under the care of the Vendor.

9. RECORDS MAINTENANCE--The Vendor and any subcontractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable State, local and Federal requirements. The Vendor also shall collect and maintain fiscal and statistical data on forms designated by the Buyer, if so requested. The Vendor shall maintain all program records required by the Buyer. The Vendor agrees to retain all books, records and other documents relative to this Agreement for five (5) years after final payment or longer if necessary for the purposes of an

unresolved State, local or Federal audit. The Buyer, its authorized agents, and/or State or Federal auditors shall have full access to and the right to examine any and all records during this period.

10. CONFIDENTIALITY--Any information obtained by the Vendor concerning clients pursuant to this Agreement shall be treated as confidential. Use and/or disclosure of such information by the Vendor shall be limited to the purposes directly connected with the Vendor's responsibilities for services under this Agreement. It is further agreed by both parties that all client information shall be safeguarded in accordance with all applicable State and Federal laws and regulations.

11. CLIENT GRIEVANCES--In the event that a client registers a grievance, requests a fair hearing, or submits an appeal, the Vendor, its agents and employees agree to appear on request of the Buyer in any proceedings arising from such a claim and provide all oral or written information or documentary evidence within their control relevant to such claim.

12. DISCRIMINATION--Neither the Vendor nor any subcontractor shall discriminate against employees or applicants for employment or deny any individual any service or other benefit provided under this Agreement pursuant to all requirements of the National Civil Rights Act of 1964, as amended, and any applicable State law or regulation.

13. HOLD HARMLESS--The Vendor agrees to indemnify and hold harmless the Buyer from any and all claims for damages, either in law or in equity, directly or indirectly arising out of or by virtue of the actions or inaction's of the Vendor or its agents, servants, or employees in connection with this Agreement.

14. DISASTERS--Neither party hereto shall be held responsible for the delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot be forecast or provided against.

15. SUBCONTRACTS AND ASSIGNMENT--The Vendor shall not enter into subcontracts for any of the services to be provided under this Agreement without prior written approval from the Buyer. Any approved subcontractor shall be subject to all requirements, conditions and provisions the Buyer deems necessary. The Vendor shall be responsible for the performance of any subcontractor. The Vendor shall not assign this Agreement without prior written approval of the Buyer. Such assignment shall contain all requirements, conditions and provisions which the Buyer deems necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.

16. VENDOR NOT BUYER EMPLOYEE--Neither the Vendor nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the Buyer while performing under this Agreement.

17. CHILD PROTECTIVE SERVICES INFORMATION--The Vendor agrees that if the Vendor or any of its agents, employees, assignees or subcontractors are named in the Child Protective Services Central Registry, then this information shall be made available to the Buyer and to any appropriate child placement and regulatory personnel of the Departments of Youth and Family Services, Education, Mental Health and Mental Retardation and the local department of social services.

18. BUYER TERMINATION OF PURCHASE INVOICE--The Buyer shall have thirty (30) calendar days from the date of the signature of the CPMT Chairperson on the Authorization to Expend Pool Funds form to terminate or adjust the Authorization to Expend Pool Funds form and Purchase Order without penalty to the Buyer: however, the Buyer shall make payment for any services rendered during the thirty (30) day period, subject to the terms of this Agreement. The Buyer's Authorization to Expend Pool Funds form and Purchase Order may be adjusted or terminated at any time for client-related causes to include, but not

limited to, changes in eligibility and changes in client's progress. The Buyer may terminate or adjust the Authorization to Expend Pool Funds form and Purchase Order with just cause. In the event that the Buyer becomes unable to honor the Authorization to Expend Pool Funds form for causes beyond the Buyer's reasonable control, including but not limited to failure to receive promised revenue from Federal, State or local government sources or donor default in providing matching funds, the Buyer may terminate or modify the Authorization to Expend Pool Funds form as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer, upon becoming aware of any such cause, shall notify the Vendor immediately.

19. VENDOR TERMINATION OF AUTHORIZATION TO EXPEND POOL FUNDS- After accepting the Authorization to Expend Pool Funds and Purchase Order, the Vendor may terminate service provisions only for just causes and only when a thirty (30) calendar day advance written notice is given to the Buyer.

20. INVOICES--The Vendor shall charge for services as provided on the Authorization to Expend Pool Funds form and Purchase Order. Such charges shall not exceed that set forth in the Service Fee Directory for the Vendor appearing therein. The Vendor shall not invoice the Buyer for a greater number of units of any service than that specified in the Authorization to Expend Pool Funds form and Purchase Order unless the Buyer specifically authorized in writing such increased units. The Vendor shall invoice the Buyer only for

services actually delivered. The Vendor shall not submit any billings for services provided prior to the "Begin Date" or subsequent to the "End Date" shown on the Authorization to Expend Pool Funds form, unless these dates are amended or extended by the parties in writing. The Buyer shall not be obligated to pay for services pursuant to an authorized Authorization to Expend Pool Funds form when the Vendor fails to submit a Vendor invoice for such services within forty-five (45) calendar days after the close of the calendar month in which services were delivered. Vendor invoices which are correct and are received by the Buyer within ten (10) calendar days after the close of the month shall be processed and paid no later than thirty (30) calendar days after the close of the month. Those Vendor invoices received later shall be processed and paid with the next month's Vendor invoices. Vendor invoices received which are not correct shall be returned to the Vendor for correction.

21. VENDOR FEES--No fee shall be imposed by the Vendor upon the client served pursuant to this Agreement.

22. INCORRECT PAYMENTS--If the Vendor feels that the payment received for services invoiced is incorrect, then it is the Vendor's responsibility to notify the Buyer in writing of the questionable payment. Supporting evidence must accompany such notification. The Buyer must correct any error found or respond in writing to the Vendor as to why no error exists within forty-five (45) calendar days after receipt of the Vendor's notification. If the Vendor's

notification and supporting evidence are not received by the Buyer within the forty-five (45) calendar day limit, then the Buyer is not obligated to make any adjustments in the questionable payment. If the Vendor believes that the payment received for services invoiced was an overpayment, the Vendor must notify the Buyer immediately.

23. DISPUTES--Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by negotiation and agreement shall be decided by the Buyer's Fiscal Officer, who shall reduce his decision to writing and furnish a copy thereof to the Vendor.

This provision shall not preclude the Vendor from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement.

24. VENDOR BREACH--If the Vendor fails to comply with any part of this Agreement, the Buyer may, by written notice of default to the Vendor, terminate or revise the whole or any part of this Agreement and collect from the Vendor any funds paid by the Buyer which are related to the Vendor's failure to comply.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by officials hereunto duly authorized.

Name of Vendor

Authorized Representative of Vendor

Title

Date

Purchase Order No.

Fiscal Officer of Buyer

Accounting and Budget Officer
Title

Date